

STATE FUNDS GRANT
BETWEEN
THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
EASTERN NEBRASKA AREA AGENCY ON AGING

This grant is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF MEDICAID AND LONG-TERM CARE STATE UNIT ON AGING** (hereinafter "DHHS"), and **EASTERN NEBRASKA AREA AGENCY ON AGING** (hereinafter "Grantee").

DHHS GRANT MANAGER:

Bob Halada
DHHS/MLTC/State Unit on Aging
PO Box 95026
Lincoln, NE 68509
DHHS.Aging@nebraska.gov

PURPOSE. The purpose of this grant is to support older Nebraskans to remain independent in their own homes and communities with supportive services that meet all the requirements of the Older Americans Act and Title 15 Services Regulations.

I. TERM AND TERMINATION

- A. **TERM.** This grant is in effect from July 1, 2018 the effective date through June 30, 2019, the completion date.
- B. **TERMINATION.** This grant may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this grant in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF GRANT." In the event either party terminates this grant, the Grantee shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this grant immediately.

II. AMOUNT OF GRANT

- A. **TOTAL GRANT.** DHHS shall pay the Grantee a total amount, not to exceed \$690,858.00 (six hundred ninety thousand, eight hundred fifty eight dollars) for CARE MANAGEMENT funds for the activities specified herein.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows:
1. DHHS may reimburse a Care Management Unit for costs not paid for by the client or through other sources. Reimbursement shall be based upon actual casework time units at the rate of \$54.00 per unit calculated in the approved budget as referenced in Attachment A. In no case shall the maximum reimbursement exceed the cost of an

actual casework time unit minus costs paid by an individual or through other reimbursement specified in the Act.

2. Reimbursement requests (Form C) as referenced in Attachment B shall be submitted on a monthly basis to the attention of:

Courtney Parker
State Unit on Aging
Division of Medicaid & Long-Term Care
Department of Health & Human Services
PO Box 95026
Lincoln, Nebraska 68509-5026
DHHS.Aging.nebraska.gov

- C. BUDGET CHANGES. The Grantee is permitted to reassign funds from one line item to another line item within the approved budget. If funds are reassigned between line items, prior approval from DHHS is required for cumulative budget transfer requests for allowable costs, allocable to the grant exceeding five percent (5%) of the current total approved budget. Budget revision requests shall be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.

III. STATEMENT OF WORK

A. The Grantee shall:

1. Proactively carry out the Care Management Unit's approved Plan of Operation as referenced in Attachment C.
2. Use the fee scale as adopted and promulgated by DHHS and set out in 15 NAC 2-007.03 to generate and send monthly statements to Care Management clients. Statements shall include services rendered, prior balance receivable, charges at full fee, sliding fee scale adjustments, payments received, and ending balance receivable, and a disclaimer that services will not be denied if payment is not received.
3. Submit a financial report by April 30, 2019 to verify costs allocated to the casework time unit and the total income received from an individual or client and other sources covering the period July – March.
4. Participate in claiming of federal fiscal administrative matching funds as prescribed by DHHS.

B. DHHS shall:

1. Monitor that services are provided in accordance with this agreement and, contingent on availability of funding, reimburse the Subrecipient up to the amount in Section II, Paragraph A.
2. Review the Subrecipient's financial report when necessary to determine if any adjustments to reimbursements made for the period reported are needed.

C. GRANTEE FISCAL MONITORING REQUIREMENTS.

1. The Grantee agrees to do the following:
 - a. Ensure training is provided to program staff related to preparing and reviewing program budgets and maintaining fiscal accountability related to expending state and federal funds.
 - b. Employ or contract with an individual with sufficient knowledge and responsibility to ensure that:

to ensure that:

- Grantee has effective internal fiscal controls in compliance with guidance issued by the Comptroller General of the United States or the Committee of Sponsoring Organizations (COSO);
 - Grantee's financial statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP);
 - Grantee complies with this contract and all applicable state and federal regulations.
2. The minimum qualifications for this individual are: 1) Bachelor's Degree in Accounting or Finance, and 2) three years of relevant experience. Grantee may request DHHS approval for an individual with an Associate's Degree and significant relevant experience.
 3. The Grantee shall immediately notify DHHS, in writing, if it is not in compliance with the above requirements. During any period of noncompliance, DHHS may withhold 10% from all payments due until the noncompliance is corrected.

IV. GENERAL TERMS AND ASSURANCES

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Grantee books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this grant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Grantee shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. The Grantee shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Grantee to submit required financial reports on the accrual basis of accounting. If the Grantee's records are not normally kept on the accrual basis, the Grantee is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).
2. The Grantee shall provide DHHS any and all written communications received by the Grantee from an auditor related to Grantee's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 115 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Grantee agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Grantee, in which case the Grantee agrees to verify that DHHS has received a copy.
3. The Grantee shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.

4. In addition to, and in no way in limitation of any obligation in this grant, the Grantee shall be liable for audit exceptions, and shall return to DHHS all payments made under this grant for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
- B. AMENDMENT. Except as provided in the NOTICES section, below, this grant may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this grant shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. The Grantee shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including **but not limited to** Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this grant. The Grantee shall insert a similar provision into all subawards and subcontracts.
- D. ASSIGNMENT. The Grantee shall not assign or transfer any interest, rights, or duties under this grant to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this grant.
- E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Grantee does not intend to, is unable to, has refused to, or discontinues performing material obligations under this grant, DHHS may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this grant.
- F. BREACH OF GRANT. DHHS may immediately terminate this grant and agreement, in whole or in part, if the Grantee fails to perform its obligations under the grant in a timely and proper manner. DHHS may withhold payments and provide a written notice of default to the Grantee, allow the Grantee to correct a failure or breach of grant within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Grantee time to correct a failure or breach of this grant does not waive DHHS's right to immediately terminate the grant for the same or different grant breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this grant and hold the Grantee liable for any excess cost caused by Grantee's default. This provision shall not preclude the pursuit of other remedies for breach of grant as allowed by law.
- G. COMPLIANCE WITH LAW. The Subrecipient shall comply with all applicable law, including but not limited to all applicable federal, state, county and municipal laws, ordinances, rules, and regulations.
- H. CONFIDENTIALITY. Any and all confidential or proprietary information gathered in the performance of this grant, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided that contrary grant provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.

- I. CONFLICTS OF INTEREST. In the performance of this grant, the Grantee shall avoid all conflicts of interest and all appearances of conflicts of interest. The subrecipient shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify DHHS in writing of any such instances encountered.
- J. DATA OWNERSHIP AND COPYRIGHT. DHHS shall own the rights in data resulting from this project or program. The Grantee may not copyright any of the copyrightable material and may not patent any of the patentable products produced in conjunction with the performance required under this grant without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes.
- K. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Grantee certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.
- L. DOCUMENTS INCORPORATED BY REFERENCE. All references in this grant to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Grantee in discharging its obligations under this grant shall be deemed incorporated by reference and made a part of this grant with the same force and effect as if set forth in full text, herein.
- M. DRUG-FREE WORKPLACE. Grantee certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Grantee shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- N. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this grant due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this grant. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this grant which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this grant.
- O. FRAUD OR MALFEASANCE. DHHS may immediately terminate this grant for fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the grant by Grantee, its employees, officers, directors, volunteers, shareholders, or subcontractors.
- P. FUNDING AVAILABILITY. DHHS may terminate the grant, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Grantee written notice thirty (30) days prior to the effective date of any termination. The Grantee shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event, shall the Grantee be paid for a loss of anticipated profit.

- Q. GOVERNING LAW. The award shall be governed in all respects by the laws and statutes of the United States and the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this award shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law.
- R. HOLD HARMLESS.
1. The Grantee shall defend, indemnify, hold, and save harmless DHHS and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against DHHS, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Grantee, its employees, consultants, representatives, and agents, except to the extent such Grantee's liability is attenuated by any action of DHHS that directly and proximately contributed to the claims.
 2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Subrecipients.
- S. INDEPENDENT ENTITY. The Grantee is an Independent Entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Grantee shall employ and direct such personnel, as it requires, to perform its obligations under this grant, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this grant.
- T. REIMBURSEMENT REQUEST. Requests for payments submitted by the Grantee, whether for reimbursement or otherwise, shall contain sufficient detail to support payment. Any terms and conditions included in the Grantee's request shall be deemed to be solely for the convenience of the parties.
- U. INTEGRATION. This written grant represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this grant.
- V. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Grantee acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Grantee who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

W. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Grantee shall review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the grant comply with the applicable standards. In the event such standards change during the Grantee's performance, DHHS may create an amendment to the grant to request that Grantee comply with the changed standard at a cost mutually acceptable to the parties.

X. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Grantee shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Grantee is an individual or sole proprietorship, the following applies:

1. The Grantee must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Grantee indicates on such attestation form that he or she is a qualified alien, the Grantee agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Grantee's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Grantee understands and agrees that lawful presence in the United States is required and the Grantee may be disqualified or the grant terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

Y. PUBLICATIONS. Grantee shall acknowledge the project was supported by DHHS in all publications that result from work under this grant.

Z. PROGRAMMATIC CHANGES. The Grantee shall request in writing to DHHS for approval of programmatic changes. DHHS shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.

AA. PROMPT PAYMENT. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

Automated Clearing House (ACH) Enrollment Form Requirements for Payment

The Grantee shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the Grantee can be made. Download ACH Form: http://www.das.state.ne.us/accounting/nis/address_book_info.htm

BB. PUBLIC COUNSEL. In the event Grantee provides health and human services to individuals on behalf of DHHS under the terms of this award, Grantee shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this grant. This clause shall not apply to subawards between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

- CC. RESEARCH. The Grantee shall not engage in research utilizing the information obtained through the performance of this grant without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this grant.
- DD. SEVERABILITY. If any term or condition of this grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this grant did not contain the particular provision held to be invalid.
- EE. SUBGRANTEES OR SUBCONTRACTORS. The Grantee shall not subgrant or subcontract any portion of this award without prior written consent of DHHS. The Grantee shall ensure that all subcontractors and subgrantees comply with all requirements of this grant and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- FF. SURVIVAL. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this grant, including but not limited to those clauses that specifically state survival, survive the expiration or termination of this grant.
- GG. TIME IS OF THE ESSENCE. Time is of the essence in this grant. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Grantee remaining.
- HH. NOTICES. Notices shall be in writing and shall be effective upon mailing. Unless otherwise set forth herein, all Grantee reporting requirements under the grant shall be sent to the DHHS Grant Manager identified on page 1. Written notices regarding termination of this grant or breach of this grant shall be sent to the DHHS Grant Manager identified on page 1, and to the following addresses:

FOR DHHS:

Nebraska Department of Health and Human
Services - Legal Services
Attn: Contracts Attorney
301 Centennial Mall South
Lincoln, NE 68509-5026

FOR GRANTEE:

Dennis Loose, Director
Eastern Nebraska Office on Aging
4780 S. 131st Street
Omaha, NE 68137
402-444-6444

DHHS may change the DHHS Subaward Manager to be notified under this section via letter to the Grantee sent by U.S. Mail, postage prepaid, or via email.

IN WITNESS THEREOF, the parties have duly executed this subaward hereto, and each party acknowledges the receipt of a duly executed copy of this subaward with original signatures, and that the individual signing below has authority to legally bind the party to this subaward.

FOR DHHS:

DocuSigned by:

Cynthia Brammeier

592408F0B41E43E
Cynthia Brammeier
Administrator
State Unit on Aging

FOR GRANTEE:

DocuSigned by:

Dennis Loose

DDFF24D1CFD094E5...
Dennis Loose
Director
Eastern Nebraska Office on Aging

DATE: 7/2/2018 | 08:06:52 CDT

Grant – No Federal Funds
Rev. 08/2017

DATE: 7/2/2018 | 08:04:57 CDT

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ATTACHMENT A

ENOA

FY 2019 BUDGET - CASA Only

[Taxonomy #, Service, Unit Measure]	6. Care Management - CASA (1 hour)	SENIOR VOLUNTEER PROGRAM	16. Emergency Response System (Client-Month)	17. New Horizon - Information service (Activity)	ADRC	Area Plan Admin	TOTAL
COST CATEGORIES							
1. Personnel	\$933,484		\$23,023	\$174,671	\$63,834		\$1,195,012
2. Travel	\$30,000			\$600	\$700		\$31,300
3. Print & Supp.	\$12,250		\$1,365	\$800	\$2,025		\$15,440
4. Equipment	\$4,000						\$4,000
5. Build Space	\$35,840			\$10,880	\$2,400		\$48,120
6. Comm. & Utilit.	\$9,000		\$5,796	\$35,300	\$1,200		\$51,296
7. Other	\$7,150			\$4,905	\$500		\$12,555
8a. Raw Food							\$0
8b. Contractual			\$152,142	\$29,952	\$17,000		\$199,094
9. GROSS COST	\$1,109,724	\$0	\$182,221	\$215,108	\$87,659	\$0	\$1,594,712
NON-MATCHING							
10. Other Funding							\$0
11a. Title XX/Medicaid							\$0
11b. NSIP							\$0
12a. Income Cont./Fees	\$22,000		\$38,000	\$36,000			\$96,000
12b. Other	\$37,000	\$0	\$33,000	\$36,000	\$0	\$0	\$96,000
13. TOTAL NON-MATCHING	\$59,000	\$0	\$71,000	\$72,000	\$0	\$0	\$202,000
MATCH							
14a. Local Public (Cash)							\$0
14b. Local Public (In-Kind)							\$0
15a. Local Other (In-Kind)							\$0
15b. Local Other-Cash			\$82,903	\$171,108			\$254,011
16. TOTAL MATCHING	\$0	\$0	\$82,903	\$171,108	\$0	\$0	\$254,011
17b. CASA (Used as Match)	\$318,866	\$0	\$61,423	\$50,000	\$87,659	\$0	\$517,948
18a. SUA Grants							\$0
18b. Special Award							\$0
18c. Care Management							\$0
18d. TOTAL SUA GRANTS	\$318,866	\$0	\$61,423	\$50,000	\$87,659	\$0	\$517,948

Sen. Vol. units are reported under volunteerism in NAMIS

Projected Units	18,698.00	0.00	8,149.00	96,091.00	0.00	0.00	0.00
Gross Cost Per Unit (9)	\$ 55.18	#DIV/0!	\$ 22.37	\$ 2.68	#DIV/0!	#DIV/0!	#DIV/0!
Match Per Unit (16b)	\$ -	#DIV/0!	\$ 10.17	\$ 1.78	#DIV/0!	#DIV/0!	#DIV/0!
Total SUA Per Unit (18d)	\$ 54.00	#DIV/0!	\$ 7.54	\$ 0.52	#DIV/0!	#DIV/0!	#DIV/0!

CASA Only

5/14/2018

ATTACHMENT B

State Unit on Aging

Care Management Reimbursement Request

Form C

42930 Y3

NEBRASKA

Subrecipient Name

Eastern Nebraska Office on Aging

Good Life. Great Mission.

Address Book No.

519795

Subaward No.

DEPT. OF HEALTH AND HUMAN SERVICES

Service Dates

Total Casework Time Units

Approved Reimbursement Rate

Actual Value

Client Fees Received

CASA funds

Other Income (list separately below)

.
.
.

Total Income

Total Reimbursement Requested

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE ABOVE AMOUNTS AND FUNDS REQUESTED ARE TRUE, COMPLETE, AND ACCURATE AND ARE FOR THE PURPOSE SET FORTH IN THE SUB-AWARD DOCUMENT. I ACKNOWLEDGE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT INFORMATION, OR OMISSION OF ANY MATERIAL FACT, IS PUNISHABLE UNDER THE FALSE CLAIMS ACT.

DIRECTOR_____
DATE**SUA Staff Only**

NAMIS Report Attached

Certified By:

Reviewed By:

OnBase No.

ATTACHMENT C

NEBRASKA

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES

NEBRASKA STATE UNIT ON AGING

APPLICATION

FOR RECERTIFICATION OF A CARE MANAGEMENT UNIT



Pete Ricketts, Governor

Applicant Name: EASTERN NEBRASKA OFFICE ON AGING (ENOA)

Street Address: 4780 SOUTH 131st STREET

City/State/Zip: OMAHA, NEBRASKA 68137-1822

Contact Person (Include Address and Telephone if different from above):

DIRECTIONS FOR APPLICATION FOR RECERTIFICATION

- 1) Complete this form, attach necessary information, and submit no later than March 31, 2018 to:
Nebraska State Unit on Aging - DHHS.Aging@nebraska.gov.

- 2) A. If the Provider is a corporation, attach a resolution that has been adopted by the Governing Unit of the Care management Unit's Provider Organization approving Application for Recertification; and

Provide for the signature of the chairperson of the Governing Unit to the statement below:

I, Mary Ann Borgeson, chairperson of the ENOA, certify that the Governing Board has authorized application for recertification of the Care Management Unit with Planning and Service Area

A

Date: February 14, 2018 Signature: *Mary Ann Borgeson*
Title: Chairperson of the ENOA Governing Board

B. If the Provider of a Care Management Unit is a sole proprietorship or partnership. Provide for the signature of the duly authorized person to the statement below:

I, Janelle Cox, of ENOA, certify that I am the authorized agent of the above organization and am authorized to apply for recertification of the Care Management Unit within Planning and Service Area

A

Date: February 14, 2018 Signature: *Janelle Cox*
Title: CHOICES Division Director

- 3) Attach to this application form your current Care Management Unit Plan of Operations as well an attachment indicating any change proposed to the Care Management Unit's current certified Plan of Operation which is to be effective with Recertification, along with explanation supporting the reasons for any proposed change.

Summary of Changes and/or Revisions To Care Management Plan of Operations FY 18-19

- Page 2 Public Outreach and Information 1. ~~Focus Groups~~ ENOA has found focus groups to be ineffective due to the lack of attendance. Changed numeric sequence secondary to replacement of #1 and additions of #2 and #3.
- Page 5 Service Priority Determination and the ~~ENOA Gatekeeper Program~~
- Page 8 Confidentiality Paragraph 1 and ~~Procedure~~; Paragraph 4, Sentence 1 4223 replaced with "4780"
- Page 9 Confidentiality Paragraph 4 Sentence 1 cont. ~~Center Street~~ replaced with "South 131st St." and ~~satellite offices are supplied with lockable file cabinets.~~ Paragraph 4 Sentence 2 and ~~Procedure~~ and Sentence 3 for detailed "~~Manual~~" information
- Page 10 Long-Term Care Plan Paragraph 1; after last bullet in parenthesis ~~for Long-Term Care Plan form~~
- Page 11 Long-Term Care Plan First full paragraph; sentence 1 add Please see ***Appendix VI*** for Long Term Care Plan "and Delivery & Monitoring policies."
- Accessibility of Services Sentence 1 ~~maintains a~~ replaced with "has access to"; Sentence 1 changed directory to "directories";
- Sentence 2 ~~Copies of the Care Management Resource Directory and Resource Book are updated at least annually and made available to all Care Managers. A copy is available upon request.~~
Replaced with: These directories are accessible electronically through the ENOA shared drive and the Network of Care.
- Page 12 Periodic Review new section and content
- Amendment of the Plan of Operation new section and content
- Appendix III Updated ENOA and CHOICES Division Org. Chart
- Appendix IV Replaced with current Care Management policies
- Appendix V Replaced with current Care Management policy

Eastern Nebraska Office on Aging

Care Management Plan of Operation

In accordance with Title 15 of the Nebraska Administrative Code (NAC) for Aging Services
Chapter 2 Care Management Units Section 006

Statement of Philosophy

The Eastern Nebraska Office on Aging (ENOA) Care Management (CM) Program provides a consistent structured process to assess clients' strengths and needs using a participant-centered approach for comprehensive and/or supportive care management services. The program believes the older adult population and their representatives within Cass, Dodge, Douglas, Sarpy, and Washington counties have the right to be informed consumers of services within the continuum of care accessible in their respective communities, as well as, informal supports that may be available. The program also believes an older client should have assistance available to navigate in and out of inter-related systems which offer services to enhance their independence, sense of well-being and quality of life to ensure their level of care best meets their assessed needs.

ENOA is committed to assisting clients in exercising their right to choose the least restrictive environment to safely meet their needs through coordinating efforts under the CHOICES Division. The Care Management Unit, through its Choices Division Director, aka CM Supervisor, and care managers, assist clients with long-term care services as specified in Title 15 NAC 2 and Nebraska Revised Statutes Section 81-2229 through 81-2236, R.R.S. 1943, including continuous assessment, long term care planning, referral for clients in need of long term care services, coordination and review of long term care plans, monitoring service delivery, and ongoing consultation. (15 NAC 2-006.01A and 2-006.01A1)

Public Outreach and Information

Historically, ENOA incorporated input from local citizens in the formulation and implementation of the Plan of Operation for Care Management services based on public feedback obtained during or through:

1. ENOA's Governing Board monthly meetings;
2. ENOA's Advisory Council quarterly meetings;
3. Q.A. responses
4. Public presentations;
5. Health Fairs;
6. Academic partnerships with local colleges;
7. Professional partners within the Aging and Geriatric fields and;
8. Community committees with care management representation.

It is standard practice that the ENOA Governing Board Members and Advisory Council approve the plan prior to submission for recertification.

ENOA's Care Management program works closely with the ENOA's Information and Assistance Program and ENOA's Public Information/New Horizons Division to ensure comprehensive coverage of the service area with accurate and current information in respect to care management services. (15 NAC 2-006.01B)

Quality Assurance

ENOA's Care Management program uses performance standards according to ENOA's Care Management Policies and Procedures as measurement indicators to enhance the accountability of care managers, quality of service delivery, and the consistency of goals and objectives attainment as related to both, the client and program.

Measurement indicators and performance standards ensure a systematic method of evaluating Care Managers individually and collectively for the purpose of:

1. Maintaining quality standards for the aged population served; providing a balance of choice and safety;
2. Ensuring ENOA's Care Management Unit is an accountable entity among cohort agencies and the Nebraska Department Health and Human Services State Unit on Aging;
3. Assisting Care Managers on an individual level to expand their knowledge base in care management;
4. Teaching Care Managers time saving measures, consistency, individual professionalism, autonomy, accuracy and as needed, collaboration.

The Care Management Program Coordinator is responsible for completing quarterly quality assurance reviews using a multifaceted approach to quality assurance including random client file reviews and participant satisfaction surveys.

The ENOA Choices Division performance-based management philosophy is grounded on a strength-based approach and the Division's quality assurance process is reflective of this approach as well. Our process is not designed to identify weaknesses as this type of approach is detrimental to staff morale, however, it does emphasize a staff development approach to quality performance. Typical results of quality assurance reviews focus on strengths and areas for improvement based on factual findings. The majority of findings fall into the following categories:

1. Commendations – Acknowledgement for demonstrating quality workmanship based on caseload, consistency in exhibiting quality practices, Division Performance Standards and the use of Best Practices.
2. Recommendations – Provide information regarding areas that have the potential for improvement but do not result in a quality assurance finding.
3. Staff Discovery – A finding occurs after staff initiated appropriate resolution which results in no needed follow-up.
4. Staff Oversight – Staff is requested to make simple corrections such as date error or update living status.
5. Training Issue Identification – Similar findings occur with various staff indicating a Division training need.

6. Individual Staff Development – Similar findings occur within various files of an identified staff. The identified staff is responsible for developing short-term goals that will ensure his/her ability to meet Division Performance Standards and/or ensure compliance with identified policies and procedures.
7. Personnel Issues – Findings or trends that may result in disciplinary actions are handled by the Division Director. (15 NAC 2-006.01C)

Assurance of Separate Operation

The ENOA Care Management Program operates under the Choices Division with well-established boundaries separate from other Direct Care Programs of ENOA and/or authorized direct care providers. This program is a separate and recognized neutral component within the planning and service plan area to provide clients with the freedom to choose direct care providers without bias. The Care Management program maintains fiscal accountability through a separate program budget that is prepared, approved and executed annually. All expenses and revenues are accounted for in this budget; with revenues used to defray operational costs and the delivery of care management through the Care Management program. (15 NAC 2-006.01D)

Interdisciplinary Approach

ENOA believes utilizing an interdisciplinary approach in care management has a specific impact on achieving positive outcomes for the clients served by the Care Management program. The process begins with the completion of the comprehensive Long-Term Care Assessment. This assessment helps identify other professional and informal representatives that are currently involved with the client or candidates so that ENOA can solicit involvement from that party, with the client's permission, to better meet the client's identified needs. (Please Note: Care Managers are mandatory reporters in accordance with the Nebraska Revised Statutes and 473 NAC 7-001.02 which can be in lieu of the client's consent.) The Care Manager begins coordinating and opening the lines of communication, utilizing the interdisciplinary approach in comprehensive care management cases, to develop a holistic care plan for clients according to the client's assessed level of need. The Care Manager continues to serve as the communication hub through monitoring activities and can facilitate formal team meetings, as well as, participating in other team meetings such as a geriatric assessment findings/recommendations conference. (15 NAC 2-006.01E)

Service Priority Determination

ENOA has designated staff responsible for receiving and triaging referrals for assignment to care managers. Referrals received from Adult Protective Services, and Healthcare providers are given urgent priority and are responded to within 2 business days regardless of funding. In the event funds are insufficient to meet the number of referrals for care management services the priority will be based on the client's potential needs vs. date of referral or income as follows:

1. Clients at risk for immediate nursing home placement;
2. Referrals from physicians, hospital discharge planners, home health care agencies, or the Department of Health and Human Services;
3. Referrals indicating family/caregivers are in crisis/high stress situations;
4. Clients with no known informal support networks to meet needs;
5. Clients with no telephone and/or suspected utility shut offs;
6. Clients with suspected cognitive issues placing the client at risk of harm or negative consequences;
7. Clients taking 10 or more medications or those with vision impairments or sliding scale insulin;
8. Clients over the age of 85 or who may be able to leave nursing home and return to a more independent living environment;
9. Client lacks support services and/or resources which could become detrimental to the client's health and/or welfare in the future. (15 NAC 006.01F)

Grievance Procedure

ENOA strives to generate satisfied consumers and foster positive public relations. However, due to the complexity of the Care Management program and the need to be fiscally responsible and accountable with government funding, disagreements or other concerns may arise. A copy of ENOA's "Complaint/Grievance Policy for Care Management" is attached to this document see **Appendix I** for the complete policy. (15 NAC 2-006.01G)

Please Note: This policy does not address incidents related to allegations of suspected vulnerable adult abuse and/or neglect including financial exploitation. These issues are immediately directed to Adult Protective Services (APS) as ENOA staff is held accountable to the Department of Health and Human Services (DHHS) mandatory reporting policies. (473 NAC 7-001.02)

Annual Budget

Please see ENOA's Area Plan for complete information. (15 NAC 2-006.01H and .01H1)

ENOA currently uses the "Care Management Log Report" sheets generated by the "Nebraska Aging Management Information System" to document casework time units and Care Management Unit services provided to each client. Service delivery amounts are calculated to the nearest quarter hour. (15 NAC 2-006.01H2)

Administrative and Programmatic Policy and Procedure

ENOA is part of the regional administration known as the Eastern Nebraska Human Services Agency (ENHSA) which is responsible for and oversees the implementation of personnel policies and procedures. ENOA's Care Management Unit has provided the ENHSA Personnel Department with detailed job descriptions and the applicable policies from 15 NAC 2-006.02A - .02C3 to ensure compliance with the minimum standards. Please refer to **Appendix II** for the applicable ENHSA personnel policies and procedures. (15 NAC 2-006.02A and .02A1)

ENOA's Organizational Chart has been attached to this document as **Appendix III**, as well as, the Care Management program under the "Choices Division". (15 NAC 2-006.02A2)

The delivery of quality care management services for the five counties served by ENOA are the exclusive responsibility of the Choices Division Director (aka Care Management Unit Supervisor) assigned to ensure the integrity of the Care Management Program. The Choices Division Director is responsible for implementing the Plan of Operations and is accountable for ensuring comprehensive training and supervision of Care Managers. (15 NAC 2-006.02A3 and .02B)

Each Care Manager must provide documentation of possessing minimum qualifications including: (15 NAC 2-006.02C)

1. A current Nebraska license as a registered nurse, or baccalaureate or graduate degree in the human services field, or certification under the Nebraska Social Work Law; and (15 NAC 2-006.02C1)
2. At least two years experience in long-term care, gerontology or community health. (15 NAC 2-006.02C2)

In addition to the above qualification the Choices Division Director shall have at least two years of supervisory or management experience. This qualification also applies to any Care Manager with delegated responsibility for supervision of care management services or staff. (15 NAC 2-006.02C3)

Organization

Please refer to **Appendix III** for information related to ENOA's Organizational Structure. (15 NAC 2-006.02D - .02D2.)

ENOA does not use independent contractors to provide care management services. (15NAC 2-006.02D3)

The Choices Division Director, in cooperation with the ENOA Fiscal Officer, will maintain accounting records as necessary for presentation of financial statements in accordance with generally accepted accounting principles. The Care Management Unit will obtain and file with the State Unit on Aging an audit report by September 30th of each year. The audit will be conducted in accordance with generally accepted auditing standards resulting in an opinion of the financial statements of Subsection 006.02D4. (15 NAC 2-006.02D3 and .02D4)

Client's Rights

Each staff member within the Care Management Unit recognizes and advocates for clients' rights to be acknowledged, preserved and in some cases restored. Care Management recognizes the client has the right to be:

1. Treated with dignity and respect;
2. Valued as decision makers and to accept or reject care management services in addition to choosing available services along with selecting providers of those services;
3. Active participants in the development of and the ability to approve or disapprove his/her personalized Long-Term Care Plan;

4. A recipient of care management services regardless of race, color, sex, national origin, religion or disability;
5. An informed participant to include being provided:
 - a. The name of the care manager assigned to his/her case;
 - b. A description of available care management services, fees/contributions, and billing mechanisms;
 - c. Information regarding accessibility of his/her care management service file;
 - d. Rights to confidentiality and client information protected under HIPAA.
6. Informed of ENOA's Care Management complaints and grievances policy and procedures;
7. Aware a complaint can be registered and/or a grievance can be filed without discrimination or reprisal from the Care Management Unit.
(15 NAC 2-006.02E1-8)

Confidentiality

ENOA's "Care Management Training Manual" provides written policies and procedures which govern confidentiality of case records and information. At the time of assessment, the consent form includes the client's authorization to release information to appropriate agencies for the purpose of obtaining needed benefits and services. This release also authorizes Care Managers to obtain and exchange health, financial, and social information related to service provision or needed services for the client.

As a covered entity under HIPAA, reasonable efforts are utilized to limit access of protected health information to the minimum necessary standard to accomplish an intended purpose according to the Office for Civil Rights HIPAA Privacy "Uses and Disclosures for Treatment, Payment and Health Care Operations". Health Care Operations as defined by the Privacy Rule 45 CFR 164.501 include: "Conducting quality assessment and improvement activities, population-based activities relating to improving health or reducing health care cost, and case management and care coordination." This dictates the parameters of disclosure by which Care Managers can participate in Long-Term Care Plan conferences and consultation involving outside agencies or professionals.
(15 NAC 2-006.02F, .02F1, .02F2, .02F3)

Release forms and/or other documents legally approving the release of information are properly stored in the respective client's file under Section 9 "Legal/Release of Information". (15 NAC 2-006.02F4)

Care Management client records not in use, are stored properly in file cabinets. Compliance issues regarding security for client files in the main office at 4780

South 131st St., Omaha, Nebraska are met by security entrances into the building. Care Managers are responsible for maintaining the confidentiality of records and client information when in use and ensure security of computerized data according to the "Care Management Training Manual". See **Appendix IV**. (15 NAC 2-006.02F5)

Client Files

Once a client is found to be eligible for and elects to receive care management services a client file is established. Every client will have an individual file, even if, more than one individual in a household is receiving care management services such as husband/wife or parent/adult child. Each client file will include documents according to the "Care Management File Order" see **Appendix V**. (15 NAC 2-006.03)

All Care Management files are available for inspection and review by the State Unit on Aging or other designated representative of the Department. (15 NAC 2-006.02A located under Client Files 15 NAC 2-006.03)

Training

New Care Managers complete the orientation phase of training at a pace he/she are comfortable, but a minimum of two weeks is allowed before a referral would be assigned to new staff. Once orientation is completed, the new Care Manager continues ongoing training and monitoring to ensure he/she has the needed information and support to succeed with continuous review of client file documentation and care management monthly billing throughout ENOA's probationary period of six-months. The Choices Division Director meets with the new Care Manager as he/she approaches the completion of the probationary period to review strengths and areas for continued professional growth development. At the conclusion of this meeting it is determined what, if any, additional oversight is needed to ensure performance standards are met. (15 NAC 2-006.04A)

The Choices Division Director will attend training provided by the Department of Health and Human Services State Unit on Aging for Care Management. (15 NAC 2-006.04B)

The Choices Division Director ensures ongoing training opportunities and in-services for Care Managers to review the policies and procedures of Care Management and enhance techniques, methods, and research on Care Management. Each January a written schedule of monthly staff meetings dates

and times are provided to Care Managers. The monthly staff meetings include periodic in-services trainings and incorporates information on resources and aging trends. The Care Management monthly staff meeting are held on the last working day of the month, excluding November and December. In addition to Care Management monthly staff meetings, ENOA conducts all staff meetings every second Wednesday of the month excluding December. The all-agency staff meetings provide in-service training and 1 CEU, if applicable. (15 NAC 2-006.04C)

Standardized Long-Term Care Assessment

The ENOA Choices Division Director ensures all Care Managers are trained to conduct ongoing comprehensive assessments and document complete information utilizing the standardized Long-Term Care Assessment issued by the Department of Health and Human Services State Unit on Aging. The Division Director ensures the integrity of the form is maintained when computerized user friendly forms have been developed. (15 NAC-006.05 and .05A)

Long-Term Care Plan

Care Managers utilize a client-driven approach in the development of the Long-Term Care Plan which focuses on empowering the client and/or the client's designee to be an active participant. The plan is developed based on the results of the client's Long-Term Care Assessment according to the Care Plan sections which include:

- Health Status
- Nutrition/Other
- Environmental
- Financial/Legal
- ADL's
- IADL's. (See **Appendix VI**)

Care Managers will collaborate with existing professionals/agencies working with the client and will explore informal supports such as family, neighbors, or church before turning to formal resources when addressing the client's assessed needs. The Care Manager will encourage the client to exercise the client's right to choose a qualified service provider available to meet the identified needs in a cost-effective manner that achieve a level of care that best matches the client's level of need. While the finalized written Care Plan may not be completed during the initial home visit, the components of the final draft must be verbally agreeable with the client and/or the client's designee. The written Care Plan will designate "Interventions", which may include services, as follows:

- "P" = Pending, including services not available
- "A" = Accepted
- "R" = Rejected
- "N/A" = not applicable

(15 NAC 2-006.06, .06A-.06C1)

Please see **Appendix VI** for Long Term Care Plan and Delivery & Monitoring policies. (15 NAC 2-006.06D-D6) ENOA understands the importance for ongoing assessment and planning to ensure client's needs are met on an ongoing basis. Care Plans are reviewed and updated at least every 6 months unless the Care Manager is made aware of a change in the client's condition at which time the client would be reassessed and the Care Plan would be updated, if appropriate. (15 NAC-2-006.06D7)

Monitoring

Following the initial assessment and care plan development, home visits are made every 6 months; or more frequent as determined by the Care Manager and/or dictated by client need or change in condition. During these home visits, the Care Manager will review the Long-Term Care Plan with the client to ensure the plan:

1. Continues to meet the client's needs;
2. Mutually develop additional interventions if needed;
3. Monitor the client's satisfaction with service providers, as well as other formal and informal supports;
4. Maintains communication for successful integration of necessary professional disciplines to best meet the client's needs.

Care Managers will also monitor client satisfaction with services delivery, effectiveness of care plans and provide on-going consultation through regularly scheduled telephone contacts as needed and will document as appropriate either on the client's care plan or in the client narrative. (15 NAC 2-006.06E, F, G)

Accessibility of Services

ENOA's Care Management Unit has access to comprehensive directories of available public and private resources that documents Continuum of Care services, including both formal and informal community-based services and

institutions for use in referral activities of the Care Management program. These directories are accessible electronically through the ENOA shared drive and the Network of Care. (15 NAC 2-006.07)

Uniform Data Collection

ENOA provides data entry into the "Nebraska Aging Management Information System" (NAMIS) on each Care Management client including all data from the Nebraska Long Term Care Assessment. ENOA uses this system to record financial data to calculate reimbursement for casework time units as provided in Section 8 of the Department Health and Human Service rules and regulations and the Act. The NAMIS program is also used for verification for quarterly and annual reports, as well as, additional reports needed to enhance ENOA's Care Management Unit. (15 NAC 2-006.08)

Periodic Review

ENOA understands that the Department shall conduct periodic reviews of each Care Management Unit to ensure compliancy with rules and regulations and during these review will have access to any requested files and/or records. (15 NAC 2-006.09)

Amendment of the Plan of Operation

ENOA understands it cannot change its Plan of Operation or its practice under such plan unless the proposed amendment has been submitted to and approved by the Department. (15 NAC 2-006.10)

Appendix I

ENOA ADMINISTRATIVE
POLICY AND PROCEDURE MANUAL
POLICY EFFECTIVE DATE:
SUPERCEDES POLICY NUMBER:

SUBJECT: CM – Complaints & Grievances
POLICY NUMBER: TBD

Policy

All Care Management clients must be provided a written copy of the Eastern Nebraska Office on Aging Complaint/Grievance Policy for Care Management Program.

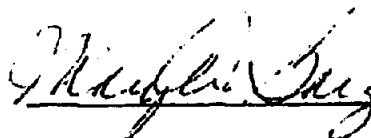
Procedures

- During the enrollment process the Care Manager will fully explain to the client the complaint and grievance process.
- If during service delivery, the client wishes to issue a complaint or grievance the Care Manager will review the policy with the client and help the client complete the form if necessary and appropriate.
- If appropriate, the Care Manager will perform actions as outlined in the Complaint/Grievance policy.

ENOA Executive Director:

 6/21/17
Date

Governing Board Chair:

 6-21-17
Date

Appendix I**EASTERN NEBRASKA OFFICE ON AGING
COMPLAINT/GRIEVANCE POLICY
FOR CAREMANAGEMENT PROGRAM**

At times, the Eastern Nebraska Office on Aging (ENOA) receives complaints' about the services it provides or a concern about a client's safety, rights or quality of care. The type of complaint/concern will determine the appropriate course of action.

ENOA always strives to address all other complaints/grievances at the lowest level possible. Complaints can be received and addressed at any level of the organization. However, the complaint will be referred back to the assigned worker for action unless the complainant specifically requests it not be or it is a grievance related to the assigned worker's performance. Grievances related to the assigned worker's performance will be referred to the assigned worker's immediate supervisor unless the complainant specifically requests it not be.

Notes:

Complaint Definition: The Complaint Process records problems and issues clients have with services they receive and/or accessing services they have been authorized to receive.

Grievance Definition: Related to assigned worker's performance including actions or inactions taken by the worker as related to the designated client's case/services.

The Area Agency on Aging Case Manager Level

- a. Case managers/social workers solve problems and provide complaint resolution as a daily part of their regular case management activities. This activity is documented in the client's Service File as appropriate.
- b. If the complainant does not feel that the complaint or problem has been resolved, and the complainant wishes to have the complaint reviewed by the case manager's supervisor, the case manager informs the complainant of their supervisor's name and telephone number.

The Supervisor Level

- a. Upon receipt of an unresolved complaint at the Case Manager level, the supervisor logs in the complaint and has ten working days to attempt to resolve the issue.
- b. If resolution is reached, the supervisor documents the outcome on the complaint log.
- c. If the complainant does not feel that the complaint or problem has been resolved, and the complainant wishes to have the complaint reviewed by the ENOA Director, the supervisor informs the complainant of the Eastern Nebraska Office on Aging Director's name and telephone number.

Appendix I**Eastern Nebraska Office on Aging Director Level**

- a. Upon receipt of an unresolved complaint the ENOA Director logs in the complaint and has ten working days to investigate and attempt to resolve the issue.
- b. If resolution is achieved, ENOA Director will document the outcome on the complaint log and send a letter to the complainant and all parties involved.
- c. If the matter is not resolved, the complainant may opt to have the complaint reviewed by the Eastern Nebraska Office on Aging Governing Board.

Eastern Nebraska Office on Aging Governing Board

- a. If the person served is dissatisfied with the ENOA Director's decision, the person may appeal the decision by written notification to the Chairperson of the Eastern Nebraska Office on Aging Governing Board. The person served must request such appeal within ten (10) working days of the receipt of the written notification by the ENOA Director.
- b. A hearing by an impartial hearing examiner appointed by the ENOA Governing Board shall be held within a reasonable amount of time, not to exceed thirty (30) working days.
- c. The hearing examiner will reach a decision within five (5) working days of the hearing. The decision shall be promptly furnished in writing to the person served and/or his/her guardian, the ENOA Director, and the Chairperson of the ENOA Governing Board.
- d. If desired, the decision of the hearing examiner may be appealed to the Governing Board for their reconsideration. Such a request must be filed with the Governing Board within ten (10) working days of notification of the hearing examiner's decision.
- e. The Governing Board has the authority to affirm, amend, modify, or over-rule any decision made by the hearing examiner. The decision of the Governing Board will be given to the person served in writing and a copy will be kept in the confidential complaint/grievance file.
- f. The person served and his/her guardian have the following rights:
 1. To be present at the hearing;
 2. To present evidence;
 3. To call witnesses to testify on his/her behalf;
 4. To examine and cross-examine any and all witnesses;
 5. To be represented by an attorney or other chosen representative;

Appendix I

6. To have a written record kept of the proceedings, which can be made available to the person served at any time; and
7. To have access, prior to the hearing, of ENOA records pertaining to the person served, from which notes may be taken or copies made at reasonable expense to the person served.

Appendix I

CAREMANAGEMENT PROGRAM
GRIEVANCE FORM TO BE COMPLETED BY CLIENT

Today's Date: _____

NAME _____

ADDRESS: _____ CITY _____ ZIP _____

PHONE: _____

Please state the problem or concern that you have with the Eastern Nebraska Office on Aging Caremanager and/or services received or denied.

What has been done to try and resolve this problem or concern (if possible list dates):

What do you see as a satisfactory resolution to this concern?

Date submitted to the Eastern Nebraska Office on Aging _____

Signature

Date

Appendix I

CLIENT COMPLAINT/GRIEVANCE NOTIFICATION

I understand the Eastern Nebraska Office on Aging Complaint/Grievance Policy for the ENOA Caremanagement Program as described to me by my Casemanager. The Complaint/Grievance Policy and Grievance form have been made a part of the Eastern Nebraska Office on Aging Client Packet left in my possession.

Client Signature

Date

Appendix III

EASTERN NEBRASKA OFFICE ON AGING

Janelle Cox CHOICES Division Director



ENOA

Eastern Nebraska Office on Aging
2702 South 131st Street
Omaha, NE 68137
(402) 444-6535
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Program Coordinator

Rachael Scoles
MW/SCO
Program Coordinator

Care Managers
Maria Champion
Kathy Daniels

Transitions
Coordinator
Julie O'Neill

Jessica Rooks
Medicaid Waiver
Supervisor

Emma Aschenbrenner
Karla Assmann
Jana Halloran
Deb Herman
Delinda Long
Jared Luebbert
Melva Nichols
Stephanie Schlautman
Laura Shilito
Athena Walker
Montanna Westling

Service Coordinators
Diana Acero
Rob Burg
Debrae Carlas
Theresa Dixon
Vacant
Stephanie Hoyt
Laura Kracht
Debbie Kuenning
Elise Mahon
Stephanie Palmer
Kathy Struck
Sarah Wilkins

MW Resource Devel.
Brandon Matuszak
Stephanie Jacobs
Services Coordinators
Danielle Bliven
Patricia Burkhardt
Sherrie Hearney
Luann Jary
Fran Nich
Esther Okankpa
Jim Pavkov
Amber Preister
Scott Schnitker
Michaela Sherrets

2/8/2018

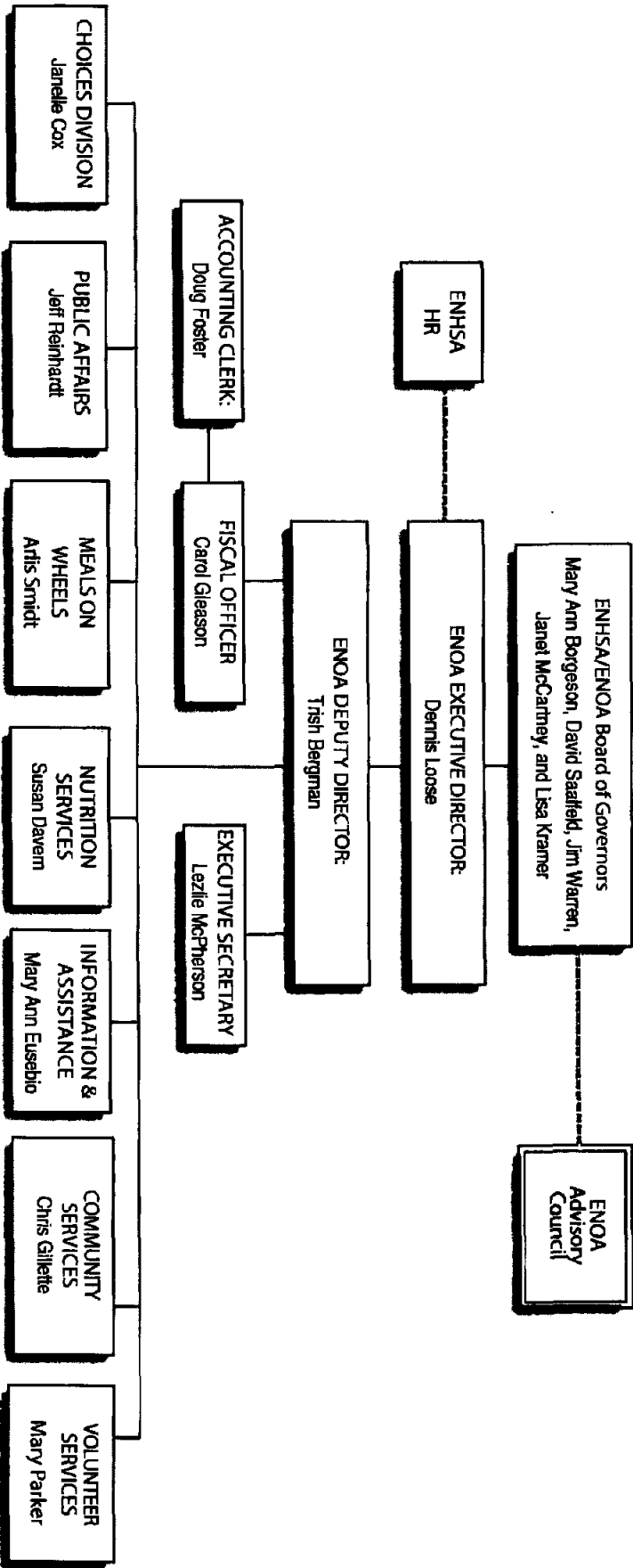
Appendix III



Eastern Nebraska Office on Aging

4780 S. 131st Street • Omaha, NE 68137 • (402) 444-6536

ORGANIZATIONALCHART | Aging programs in Douglas, Dodge, Sarpy,
Cass, & Washington Counties 2718



Appendix IV

ENOA ADMINISTRATIVE
POLICY AND PROCEDURE MANUAL
POLICY EFFECTIVE DATE:
SUPERCEDES POLICY NUMBER:

SUBJECT: CM – Client Rights
POLICY NUMBER: TBD

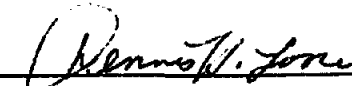
Policy

All Care Management clients will be made knowledgeable of their rights and responsibilities by the Care Manager prior to consenting to participate in ENOA services and will receive a written copy of the Eastern Nebraska Office on Aging Client Rights for Care Management Program.


Procedures

- The Care Manager will review the Client's Rights and Responsibilities in detail and answer all related questions with the client prior to the client signing the form.
- The Care Manager will provide the client with a written copy of Client's Rights and Responsibilities.
- The Care Manager will complete the Release of Information and Client Rights form with client and ensure the client receives a signed copy.

ENOA Executive Director:

 6/21/17
Date

Governing Board Chair:

 6-21-17
Date

Appendix IV

ENOA ADMINISTRATIVE
POLICY AND PROCEDURE MANUAL
POLICY EFFECTIVE DATE:
SUPERCEDES POLICY NUMBER:

SUBJECT: CM – Confidentiality & HIPAA
POLICY NUMBER: TBD

Policy

Information about clients will not be released to a third party without the consent of the client or for a clear legal reason, typically to protect the client from harm or doing harm to others.

As a covered entity under HIPAA, reasonable efforts are utilized to limit access of protected health information to the minimum necessary standard to accomplish an intended purpose according to the Office for Civil Rights HIPAA Privacy "Uses and Disclosures for Treatment, Payment and Health Care Operations." This includes information exchanged between outside agencies, professionals, or other covered entities under HIPAA for the purposes of Long-Term Care Plan conferences and/or case consultations.

A consent form must be signed by the client authorizing the release of information to appropriate agencies for the purpose of obtaining needed benefits and services. This release also authorizes Care Managers to obtain and exchange health, financial, and social information related to service provision or needed services for the client.

Release forms and/or other documents legally approving the release of information must be properly stored in the respective client's file under "Legal/Release of Information."

Care Management client records, not in use, must be stored properly in file cabinets. Compliance issues regarding security for client files in the main office are met by security entrances into the building. Care Managers are responsible for maintaining the confidentiality of records and client information when in use and ensure security of computerized data.

ENOA Executive Director:

 12/20/17
Date

Governing Board Chair:

 12-20-17
Date

Appendix V

ENOA ADMINISTRATIVE
POLICY AND PROCEDURE MANUAL
POLICY EFFECTIVE DATE:
SUPERCEDES POLICY NUMBER:

SUBJECT: CM – File Management
POLICY NUMBER: TBD

Policy

All client files will be maintained in a standardized format to ensure consistent access to client information. The following section format will be utilized for all Care Management files:

- Client Status Form
- Intake
- Narrative
- Assessment
- Care Plan
- Service Requests
- Release of Information
- Copy of court appointment of guardian or conservator, when applicable

Procedures**Identification**

Care Management client files will be labeled with the client's name on a removable label placed on the spine of the file.

File Organization

In order to maintain organized client records, the Care Management File Order form will be kept in the front of each Care Management file outlining contents of each section as listed above.

Thinning files

Care Management files are thinned when a file has become too large to manage easily.

- Thinned items will be removed and placed in a file folder with the client's name and date the file was thinned in the upper left hand corner of the file.
- A removable label will be placed on the front of the active client file, indicating that the file has been thinned and the date it was thinned.
- Items to be removed from the file include any documentation that is not necessary for the current care manager.

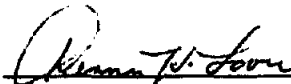
Appendix V

ENOA ADMINISTRATIVE
POLICY AND PROCEDURE MANUAL
POLICY EFFECTIVE DATE:
SUPERCEDES POLICY NUMBER:

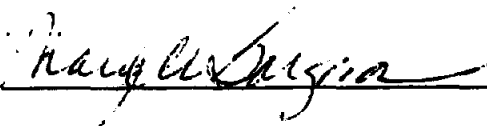
SUBJECT: CM ~ File Management
POLICY NUMBER: TBD

- The thinned file will be stored in a designated location.
- Records from the past year and copies of surrogate decision making documents should not be thinned from the client record.

ENOA Executive Director:

 6/21/17
Date

Governing Board Chair:

 6-21-17
Date

Appendix VI

**ENOA ADMINISTRATIVE
POLICY AND PROCEDURE MANUAL
POLICY EFFECTIVE DATE:
SUPERCEDES POLICY NUMBER:**

**SUBJECT: CM – Long-Term Care Planning
POLICY NUMBER: TBD**

Policy

Care Managers must complete an individualized Long-Term Care Plan for each client. The plan is developed based on the client's Long-Term Care Assessment and must be completed within three (3) business days of the client home visit.

The Long-Term Plan development, at a minimum should:

- Establish individual goals and objectives developed with the client;
- Establish a time frame for implementation of the Long-Term Care Plan;
- Define the services which are needed, including any equipment or supplies;
- Define who will provide each service;
- Specify the availability of services, supplies and/or equipment;
- Specify the costs and methods of service delivery;
- Provide for reassessment upon change in client status.

Long-Term Care Plans will be client centered, measurable, understandable and meaningful to the client. Care managers will:

- Develop, with the client, goals and interventions for each assessed need identified on the Long-Term Care Assessment.
 - The outcome of the intervention will be reflected in the Long-Term Care Plan as follows:
 - "P" = Pending, Including services not available
 - "A" = Accepted
 - "R" = Rejected
 - "N/A" = Not Applicable
- Collaborate with existing supports such as professionals or agencies working with the client.
- Explore informal supports, such as family, neighbors or church before turning to formal resources.

Long-Term Care Plans establish the framework for all monitoring contacts.

- Long-Term Care Plans must be reviewed in detail and updated every six (6) months during face-to-face contacts.

Appendix VI

ENOA ADMINISTRATIVE
POLICY AND PROCEDURE MANUAL
POLICY EFFECTIVE DATE:
SUPERCEDES POLICY NUMBER:

SUBJECT: CM – Long-Term Care Planning
POLICY NUMBER: TBD

- If a significant unmet need not currently addressed on the assessment or Long-Term Care Plan is identified between visits, the client must be reassessed and the care plan updated at that time.

ENOA Executive Director:

Dennis W. Lora 6/21/17
Date

Governing Board Chair:

Maureen C. Barger 6-21-17
Date

Appendix VI

ENOA ADMINISTRATIVE
POLICY AND PROCEDURE MANUAL
POLICY EFFECTIVE DATE:
SUPERCEDES POLICY NUMBER:

SUBJECT: CM – Delivery & Monitoring
POLICY NUMBER: TBD

Policy

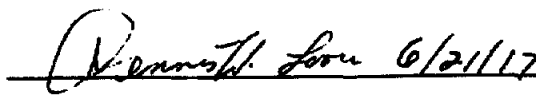
Care managers will provide assistance in gaining access to services, supports and resources for clients, families or caregivers.

- Care managers will ensure clients exercise their right to choose a qualified service provider that is available to meet the identified needs in a cost-effective manner and best matches the client's level of need.
- Care managers will be responsible for quarterly monitoring to ensure the effectiveness and quality of the services and supports.

Procedures

- Care Managers will request client complete and sign the ENOA Consent for Services form.
- Referrals for ENOA services (Chore, Durable Medical Equipment, Homemaker, Personal Care and Personal Emergency Response Systems) will be sent to the ENOA Community Services Division staff to assign to established service providers.
- Care Management clients will be contacted within thirty (30) days following the initial home visit to ensure services are in place
- Care Management clients will be contacted at least once every three (3) months, in addition to the initial client follow up following the completion of the LTCA
- Care Management clients will have a minimum of two (2) face-to-face contacts per eligibility year. The care plan will be reviewed at each visit and the assessment will be reviewed annually.
- Care Managers will utilize Care Management Log Reports as a tool to maintain accurate client review dates.

ENOA Executive Director:

 6/21/17
Date

Governing Board Chair:

 6-21-17
Date

SUBGRANT
Data Entry Worksheet

JUN 21 2018

Subgrant Y3 Document #

43200 Y3 42930 Y3

Submitted by: Bob Halada, 471-4737

Amendment # 1 to Subgrant Y3 #

BU# Revision to Subgrant Y3 #

*Yellow Highlight fields are mandatory by the DHHS/Program Staff before entry into NIS.

ORDER HEADER ENTRY

25710179 ✓	Home Business Unit primarily for your Section/Unit. This is used for reporting purposes, however, G/L accounts are not affected by the data in this field. Each Division/Office has an assigned number.
519795 ✓	NIS Address Book Record of the vendor to whom the subgrant was awarded
25-01-22	Home Business Unit Address Book (facility, multiple address) (NSOB use # 250122)
Default - Facility, multi-address	
121465	Employee NIS Address Book ID# - Record of individual primarily responsible for tracking Subgrant.
DHHS Central Repository	Physical Location of Subgrant
7/1/2018 ✓	Beginning Date of Subgrant
6/30/2019 ✓	Expiration Date of Subgrant

ORDER DETAIL (GRID) ENTRY

DETERMINE IF MULTI-LINES NEED TO BE ADDED AT GRID.

95215	NIGP Code/Inventory Number
\$690,858.00 ✓	Subgrant \$ Amount
\$ and 1	NOTE - UoM is always \$ and Unit Cost is always 1
Eastern Nebraska Office on Aging	BU# description (usually incorporates federal grant name, fiscal year, etc.)
FY19 CARE MANAGEMENT award	Purpose of Subgrant, reason for amendment, or which BU#s involved. Specific Description
25820080.594100 \$690,858.00	Business Unit (AID preferably) Object Code (594100-AID, 550101-ADMIN) Dollar amount
	If applicable Dollar amount
	If applicable Dollar amount

FFATA REPORTING INFORMATION

070122635 ✓	DUNS #
	OCR (Officer Compensation Requirement) Type in field (Y) for Yes or (N) for No

Additional Notes from Program:

Service Contracts and Subgrants Team
DHHS.ServiceContractsandSubgrants@nebraska.gov

6/21/2018

Certificate Of Completion

Envelope Id: C35BB60221C545D59CB3C7B9078867E3
 Subject: Please DocuSign: DHHS Agreement #42930 Y3
 Division: MLTC
 Agreement Type: Subaward
 Source Envelope:
 Document Pages: 43
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Dawn LaBay
 301 Centennial Mall S
 Lincoln, NE 68508-2529
 dawn.labay@nebraska.gov
 IP Address: 164.119.62.168

Record Tracking

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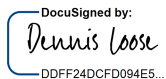
Holder: Dawn LaBay
 dawn.labay@nebraska.gov

Location: DocuSign

Signer Events

Dennis Loose
 dennis.loose@nebraska.gov
 Executive Director
 Eastern Nebraska Office on Aging
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Using IP Address: 164.119.6.86

Timestamp

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 Signed: 7/2/2018 8:04:57 AM

Electronic Record and Signature Disclosure:
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Cynthia Brammeier
 cynthia.brammeier@nebraska.gov
 Administrator
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Using IP Address: 164.119.63.127

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 Signed: 7/2/2018 8:06:52 AM

Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Courtney Parker
 courtney.parker@nebraska.gov
 Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Dawn LaBay dawn.labay@nebraska.gov Office Services Manager II Nebraska Dept of Health and Human Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/29/2018 2:10:41 PM
Katia Rodriguez katia.rodriguez@nebraska.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/2/2018 8:04:58 AM
DHHS SCRM Group Email dhhs.servicecontractsandsubawards@nebraska.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/2/2018 8:06:53 AM
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/2/2018 8:06:53 AM
Signing Complete	Security Checked	7/2/2018 8:06:53 AM
Completed	Security Checked	7/2/2018 8:06:53 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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